



NATIONAL  
ENDOWMENT  
FOR THE ARTS

Issue Date: **July 17, 2000**

---

PROGRAM SOLICITATION PS 00-07  
for  
*ArtsLink*  
(International)

---

Issued by  
National Endowment for the Arts  
Grants & Contracts Office  
1100 Pennsylvania Ave., NW  
Washington, D.C. 20506

Proposals in response to this solicitation in original and five (5) copies will be received at the above address, or if hand carried, in Room 618, until 4:00 p.m. on **August 17, 2000.**

For information on this solicitation, write or call:  
William Hummel  
National Endowment for the Arts  
Grants & Contracts Office  
1100 Pennsylvania Ave, N. W., Washington, D.C. 20506  
TELEPHONE: (202) 682-5482

TABLE OF CONTENTS

I.	EXECUTIVE SUMMARY .....	Page 3
II.	SECTION A - SCOPE OF WORK .....	Page 4-8
III.	SECTION B - SPECIAL PROVISIONS .....	Page 8-10
III.	SECTION C - DELIVERY SCHEDULE .....	Page 10-11
IV.	SECTION D - CONTENT OF PROPOSALS .....	Page 12
V.	SECTION E - EVALUATION CRITERIA .....	Page 12-13
VI.	SECTION F - SOLICITATION PROVISIONS .....	Page 13-16
VII.	Standards of Conduct for Panelists .....	Attachment #1
VIII.	Cooperative Agreement Cost Proposal Form .....	Attachment #2

## **EXECUTIVE SUMMARY**

The purpose of this Program Solicitation is to enter into a Cooperative Agreement between the National Endowment for the Arts and a qualified nonprofit organization to support the continuation of *ArtsLink*. *ArtsLink* is a public-private partnership that provides funding for artistic exchange between artists, curators, presenters, and arts organizations from the United States and those from the countries of Eastern Europe, Central Europe and the Newly Independent States (referred to as “the Region”). The responsibilities of the recipient of the Cooperative Agreement will entail complete administration of the funding process for projects selected in the Region or to host artists or arts managers from the Region.

The Endowment would welcome proposals which may include potential new public or private partners to expand the partnership.

Eligibility to apply for the Cooperative Agreement is limited to nonprofit organizations. Proposals received in response to this solicitation will be evaluated in accordance with the criteria contained in Section E. The content required in proposals is described in Section D.

Work under the Cooperative Agreement is anticipated to commence in September 2000 and extend to December 2002.

It is anticipated that this program will continue in subsequent fiscal years. Subject to satisfactory performance, the availability of funds, favorable recommendation of the National Council on the Arts, determination by the Chairman, and mutual agreement of the parties, the National Endowment for the Arts may enter into subsequent Cooperative Agreements with the successful recipient of the Cooperative Agreement resulting from this Program Solicitation.

## **Mission of the National Endowment for the Arts**

The National Endowment for the Arts, an investment in America’s living cultural heritage, serves the public good by *nurturing* the expression of human creativity, *supporting* the cultivation of community spirit, and *fostering* the recognition and appreciation of the **excellence** and **diversity** of our nation’s artistic accomplishments.

## **SECTION A - SCOPE OF WORK**

### **A.1 Background and Introduction**

*ArtsLink* was initiated in 1992 to strengthen the artistic connection between the U.S. and Eastern and Central Europe after the decades-long period of political, economic, and cultural isolation.

A public-private funding initiative, *ArtsLink* was formed in response to the growth and change in opportunities for east-west artistic exchange. *ArtsLink* is a multi-faceted program to enable artists, curators, presenters, and arts organizations of the U.S. to undertake exchanges with their counterparts in the many countries that make up Eastern and Central Europe and the Newly Independent States (hereinafter Called "the Region"). These countries include Albania, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, the Czech Republic, Estonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Latvia, Lithuania, Macedonia, Mongolia, Moldova, Poland, Romania, Russia, Slovak Republic, Slovenia, Tajikistan, the Ukraine, Uzbekistan, and Yugoslavia (includes Serbia, Kosovo, and Montenegro).

Artists across the U.S. have shown a strong interest in seeking opportunities to enhance their creative development through international experiences. Likewise communities in the U.S. are eager to gain a deeper understanding of other cultures by interacting with artists from abroad.

This is a program undertaken in part, with other participating contributors, currently the Trust for Mutual Understanding in addition to the National Endowment for the Arts.

ArtsLink consists of up to approximately \$90,000 in funding for *ArtsLink Projects* which support a portion of the expenses for U.S. participants in projects in the Region, and *ArtsLink Residencies*, which support a portion of the expenses of U.S. organizations that will host artist and arts managers from the Region.

It is the understanding of the Endowment that the other participating contributors will use the financial award process under this Cooperative Agreement for the allocation and, in some cases, the distribution of their contributions to *ArtsLink*. This determination and the commitment to employ the Cooperator will be made independently by each contributor. Therefore, the Endowment through this Cooperative Agreement neither intends to exercise nor in fact exercises any jurisdiction or control over the activities of the other contributors acting directly through *ArtsLink*, or through the Cooperator.

### **A.2 Responsibilities**

The recipient of the Cooperative Agreement resulting from this Program Solicitation (Cooperator), in consultation with the Endowment Project Director, shall administer a program titled "*ArtsLink*" to support artistic exchange between artists, curators, presenters, and arts organizations from the United States and the countries of Eastern Europe, Central Europe, and the Newly Independent States (the Region). The activity under this Cooperative Agreement shall be undertaken in accordance with the conditions set forth in this Cooperative Agreement and in cooperation with the participating contributors to *ArtsLink* and shall include the following two elements:

- The administration of *ArtsLink Projects*, a program to support U.S. artists, curators, presenters, and arts organizations working collaboratively with colleagues in the Region. The Cooperator shall manage all phases of proposal review, artists' placement, and the

financial award process. (The Cooperator shall set up a process for accepting applications for specific arts disciplines on an alternating year basis. Under the Cooperative Agreement resulting from this Program Solicitation, applications will be accepted in 2001 for the visual, design, and media arts. The performing and literary arts will be covered in 2002, subject to renewal of the Cooperative Agreement.)

- The administration of *ArtsLink Residencies*, a program which allows U.S. organizations to host artists and arts administrators from the Region. The Cooperator shall manage all phases of proposal review, residency placement, and the financial award process. This includes management of logistical arrangements for the participants' arrival, lodging, and transfer to host organizations' locations.

The project will include the implementation and administration of the aforementioned *ArtsLink* program elements in cooperation with the National Endowment for the Arts and participating contributors.

- A.3** The proposed deadline for *ArtsLink Projects* will be early 2001. The number of proposals to be received for review is expected to be approximately 100 from the Region and approximately 80-150 from the United States. Approximately 20 *ArtsLink* Project awards are expected to be made. The deadline for *ArtsLink Residencies* will be the summer of 2001. The number of proposals to be received for review is expected to range from 20 to 40. Residency awards are expected to number approximately 15.
- A.4** To administer this program, the Cooperator shall refine and implement, with the approval of the Endowment Project Director and participating contributors, policies and procedures that shall include, but not be limited to, a system that provides for:
- A.4.1** Development and distribution of guidelines containing review criteria and proposal requirements for *ArtsLink Projects*, which will pay partial travel and related project expenses for artists, curators, presenters, and organizations working in the design, visual, performing, literary, and media arts to participate in mutually beneficial collaborative projects with their colleagues abroad. Similar development and distribution of guidelines will also be required for the *ArtsLink Residencies*, which will provide opportunities for U.S. organizations to host arts management professionals and artists from the Region for a five-week residency.
  - A.4.2** For the *ArtsLink Residencies*, taking into account the disciplines/fields and interests of selected artists and managers from the Region and shall recruit and develop placements for appropriate host sites.
  - A.4.3** For *ArtsLink Projects*, provision of technical and placement assistance to applicants and selected artists and arts organizations.
  - A.4.4** Receipt and processing of proposals, including work samples and including, where appropriate, notification to applicants concerning incomplete proposals.
  - A.4.5** Appointment and convening, with the approval of the Endowment Project Director and the participating contributors, of panels of experts (*ArtsLink* Advisory Panels) to review proposals. The panels shall include individuals with expertise in the specific disciplines being reviewed as well as individuals with Region-specific program experience, and shall represent diverse backgrounds and experience as well as a spectrum of aesthetic points of view.

- The advisory panels shall consist of a minimum of five (5) experts of national stature from throughout the United States. Each panel also should include a lay person who is knowledgeable about the arts but not engaged in the arts as a profession. The review of requests for support must adhere to standards of conduct consistent with those reflected in the Endowment's Standards of Conduct for Panelists dated March 24, 1997 (See Attachment).
- In addition, the Cooperator shall develop a pool of additional experts for consultation on placements for *ArtsLink Residencies*.

**A.4.6** In administering the panel process, the Cooperator shall be responsible for:

- Production of a panel book that includes a copy of relevant guidelines, conflict-of-interest statement, index of applicants by discipline, as well as copies of proposals and other materials, as necessary.
- Provision of panel books to the *ArtsLink* Advisory Panels, the Endowment, and any other participating contributors.
- Recording and note taking during the meeting. Maintaining files of panel comments to provide technical assistance to recommended and unsuccessful applicants.

**A.4.7** Immediately after recommendations for *ArtsLink Projects* and *ArtsLink Residencies* have been made, the Cooperator shall furnish information as outlined in paragraph B.2., below, to the Endowment for review and final approval by the Chairman of the Endowment or designee.

**A.4.8** At the appropriate time, as determined by the Endowment and participating contributors, the Cooperator shall also carry out panel follow-up actions, including notification of applicants regarding the outcome of their proposal.

**A.4.9** For approved *ArtsLink Projects*, the Cooperator shall work with partners in the Region to assist with the placement of participants at appropriate host sites in the Region. The Cooperator shall:

- provide participants with orientation materials including current information on the host country and contacts within their discipline; and
- monitor projects as they evolve in the Region.

**A.4.10** For approved *ArtsLink Residencies*, the Cooperator shall:

- coordinate final placement of artists and arts managers with organizations selected for Residencies; and
- facilitate communication and logistical arrangements between artists or managers and the host site.

**A.4.11** Ensure that the terms of the awards for *ArtsLink Projects* and *Residencies* include the requirement that, at the end of the project period, all recipients must file with the

Cooperator a final report containing information agreed upon by the Endowment and any participating contributors, that will also contribute over time to a useful database concerning significant projects in the Region.

- A.4.12** Create and maintain a database of all applicants including names, addresses, activity/project for which the proposal is made, amounts requested, disposition of the proposal and amount awarded, if applicable.
- A.4.13** Collect final reports from returning artists to inform on-going programs.
- A.4.14** Maintain a file for each proposal that shall include, but not be limited to:
- proposal materials;
  - recommendation of the panel;
  - official correspondence;
  - final financial and descriptive report; and
  - other relevant reports, documentation, and correspondence.

## **A.5 Travel**

Under the Cooperative Agreement resulting from this Program Solicitation, costs incurred by personnel for travel, including costs of lodging, other subsistence, and incidental expenses, shall be considered reasonable and allowable in accordance with the Cost Principles contained in OMB Circulars A-21 or A-122, as applicable, and only to the extent such costs do not exceed:

- Charges normally allowed by the Cooperator in its regular operations as a result of an institutional policy, a copy of which has been submitted to the Endowment Grants & Contracts Office; and
- In the absence of an institutional policy regarding travel costs, the rates, amounts, limits, and principles as are provided for by government-wide regulation of such costs established in the Federal Travel Regulations.

In addition, the Fly America Act 49 U.S.C. App. 1517 requires that United States Government financed foreign air travel be undertaken by U.S. flag air carriers, except under specified conditions.

## **SECTION B - SPECIAL PROVISIONS**

**B.1** The following provisions apply to both *ArtsLink Projects* and *ArtsLink Residencies*.

- B.1.1** The panel's recommendations and related information are subject to review and approval by the Endowment's Chairman or designee. Once the Chairman or designee acts on the recommendations, the Endowment Project Director will inform the Cooperator, in writing, of the outcome. The Cooperator may not announce the outcome or award funds prior to this written notification.
- B.1.2** Recommendations and related information must be submitted in accordance with the Cooperative Agreement Delivery Schedule. Failure to provide the necessary information within the required time frame will result in the Endowment withdrawing any funds remaining on the Cooperative Agreement. However, if more time is needed to submit this information, an Amendment of the Delivery Schedule may be requested.
- B.1.3** If a recommendation, or any part thereof, is rejected, the Cooperator may propose alternate artists or organizations.
- B.1.4** Amendment requests that involve changes to previously approved projects will be reviewed by the Endowment Project Director. These changes must be submitted to the Endowment Project Director along with supporting material documenting the change. The Endowment Project Director will obtain other approvals if necessary.
- B.1.5** The Cooperator may request and receive Endowment funds to support the administrative activities or costs identified in the approved Cooperative Agreement budget as being necessary to make recommendations (pre-award costs). These costs may include guideline publications, panel costs, etc. The amount requested, however, may not exceed 35% of the Endowment's award. No funds may be requested for the awarding of projects or for post-award administrative costs (such as monitoring recipient activity, reviewing final reports, etc.) until the Endowment has reviewed and approved, in writing, the recommendations.

**B.2** Format For Presenting Recommendations And Related Information to The National Endowment For The Arts

The Cooperator shall use the following format when presenting specific recommendations and related information to the Endowment Project Director.

- A description (limit to one paragraph) of the actual selection process (including dates of significant steps in the selection process) with any noteworthy issues raised highlighted.
- A listing and/or description of the review criteria against which proposals were evaluated.

[NOTE: In accordance with the Endowment's enabling legislation (20 U.S.C. Sec. 951 et seq.), review criteria must include "artistic excellence and artistic merit."]



- The names and primary professional affiliations of panelists, jurors, and others involved in making the recommendations, for example:

John Smith, Artistic Director  
A. B. C. Dance Company  
Pittsburgh, PA

- Identification of the number of proposals received and the number of projects recommended, as follows:

Proposals received total \_\_\_\_\_  
Recommended total \_\_\_\_\_

- A list of the specific recommendations (in alphabetical order) including the artist or arts organization's name, address (city and state only), the amount of their award, as follows:

Name  
Award amount  
Address (City and State)  
Description of project or activity being supported.

- Certification, as follows:

I certify that \_\_\_\_\_ (The Cooperator) will require final reports from participants supported by this Cooperative Agreement and other information or reports necessary to fulfill all applicable reporting requirements.

\_\_\_\_\_  
(Signature of Authorizing Official)

[NOTE: While not part of this submission, the Endowment may subsequently request additional information about the application review process, as well as copies of the application materials received from the applicants or any other information or reports related to the award project, production, workshop or program.]

### **SECTION C - DELIVERY SCHEDULE**

**C.1** The following is a list of tasks and the time frame for their completion.

<b>Event/Task</b>	<b>Due Date</b>
Begin to publicize program and distribute proposal requirements.	By October 1, 2000
Conduct <i>ArtsLink Projects</i> panel meeting; determine recommendations.	Spring 2001
Submit recommendations to Endowment Project Director, in accordance with Section B.	Within two weeks after panel meeting
Notify the approved <i>ArtsLink Project</i> recipients and the rejected applicants.	Within two weeks after notification of Endowment approval
Begin placement process for selected artists for <i>ArtsLink Residencies</i> .	Within two weeks after notification of Endowment approval
Prepare press material to announce awards for <i>ArtsLink Projects</i> .	Within four weeks after notification of Endowment approval
Conduct <i>Residencies</i> panel meeting to determine U.S. host sites.	By August 2001
Submit information on <i>Residencies</i> placements.	Within two weeks after panel meeting
Notify the <i>Residencies</i> recipients and the rejected applicants.	Within two weeks after notification of Endowment approval
Prepare press materials to announce awards.	Within one month after panel meeting

**C.2** By December 31, 2001, the Cooperator shall submit to the Endowment Project Director an interim Financial Report of expenditures incurred under the Agreement, itemized in general accordance with the elements of cost listed under the approved Budget, and an interim Narrative Report of activities undertaken pursuant to this Agreement, including but not limited to:

- Two copies each of materials (e.g. brochure, press announcements) generated under this Agreement.
- An alphabetical list of all *ArtsLink Projects* awarded with Endowment funds and those of participating contributors, including: the name of each recipient; city, state, and/or country of residence; award amount; discipline; activity in which each artist participated (description, country).

- Other material or information about project activities deemed necessary by the Endowment Project Director.
- C.3** No later than 90 days after the completion of the Cooperative Agreement, the Cooperator shall submit to the Endowment Grants & Contracts Office, Cooperative Agreement Section, and the Endowment Project Director a "Final Descriptive Report," (FDR) which should include specific information requested on forms that will be attached to the Cooperative Agreement. The FDR has two parts, a narrative description of the project and information about project activities and audiences/participants.
- C.4** No later than 90 days after the completion or termination of the Cooperative Agreement, the Cooperator shall also submit to the Endowment Grants & Contracts Office, Cooperative Agreement Section, a Financial Status Report, Standard Form 269.

### **SECTION D - CONTENTS OF PROPOSALS**

- D.1** Signed Proposals in response to this solicitation, in original and five (5) copies, shall include:
- D.1.1** A proposal containing your approach to carrying out the project and which clearly and fully demonstrates a thorough understanding of the requirements contained in SECTIONS A, B, and C of this Solicitation, and containing, as a minimum, a discussion of each of the evaluation factors contained in SECTION E.
- D.1.2** A detailed Budget. The attached "Cooperative Agreement Cost Proposal" form should be used to summarize the budget. Additional schedules or supporting information should be attached, as necessary. In addition, if indirect cost is proposed, include a copy of the most recent indirect cost rate agreement with your cognizant Federal audit agency, as well as the name and the phone number of the cognizant auditor.

**NOTE:** The amount that will be awarded as a result of this Program Solicitation will not exceed \$115,000. Of this amount a minimum of \$90,000 must be allocated for funding to artists. A match of at least \$75,000 is required. The source of matching funds must be indicated in the budget proposal.

### **SECTION E - EVALUATION CRITERIA**

- E.1** Proposals received in response to this Solicitation will be evaluated and a Cooperative Agreement will be entered into with the applicant whose proposal is determined to be most advantageous to the Government. The evaluation will include the following considerations:
- E.1.1** Understanding of the Project
- Degree to which the proposal demonstrates understanding of the required tasks, and creatively approaches them.
  - Degree to which the proposal demonstrates knowledge and understanding of international programs and of opportunities for exchange between U.S. artists, curators, presenters, and arts organizations and their counterparts in the Region.

- Degree to which proposal demonstrates ability to assemble panels of experts reflecting cultural, geographic, and aesthetic diversity to evaluate performing arts proposals.

**E.1.2 Personnel**

- Extent to which the proposer has successfully carried out similar projects in the past.
- Extent to which personnel demonstrate ability to undertake the project.
- Adequacy and appropriate use of support personnel and technology applications.
- Adequacy of proposed effort and the time commitment of personnel.

**E.1.3 Management/Workplan**

- Degree to which the proposal demonstrates sufficient communication, coordination, and oversight of the project.
- Degree to which management controls ensure timely completion of all project tasks.

**E.1.4 Budget**

- Reasonableness of cost elements and total budget.

**SECTION F - SOLICITATION PROVISIONS**

**F.1 Cooperative Agreement**

The instrument that will be awarded as a result of this Program Solicitation is a Cooperative Agreement, as defined by the Federal Grant and Cooperative Agreement Act of 1977, Public Law 95-224. A Cooperative Agreement is a cost reimbursement instrument. No fee or profit (or other increment above allowable cost) is allowed.

For nonprofit organizations except colleges and universities, the provisions of Office of Management and Budget Circulars A-110 ("Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations") and A-122 as amended ("Cost Principles for Nonprofit Organizations") will be incorporated by reference into the Cooperative Agreement.

For colleges and universities, the provisions of OMB Circulars A-110 and A-21 ("Cost Principles for Educational Institutions"), as amended, will be incorporated by reference into the Cooperative Agreement.

For units of state and local governments and federally recognized Indian Tribal governments, the provisions of the government-wide Common Rule issued pursuant to Office of Management and Budget Circular A-102 and codified by the National Endowment for the Arts as "Part 1157-Uniform Administrative Requirements for

Grants and Cooperative Agreements," Office of Management and Budget Circulars A-128 ("Audits of State and Local Governments"), and A-87 ("Cost Principles Applicable to Grants and Contracts with State and Local Governments") will be incorporated by reference into the Cooperative Agreement.

## **F.2 Assurances of Compliance**

### **F.2.1 Assurance of Compliance with Non Discrimination Requirements**

By submission of a proposal, the proposer hereby agrees that it will execute projects, productions, workshops and programs in accordance with the requirements of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Title IX of the Education Amendments of 1972, where applicable. Copies of the nondiscrimination regulations identified above may be obtained by writing to the Office of Civil Rights, National Endowment for the Arts, 1100 Pennsylvania Ave, NW, Washington, D.C. 20506.

### **F.2.2 Certification Concerning Debarment and Suspension**

The Proposer certifies that, as required by regulations implementing Executive Order 12549, "Debarment and Suspension," neither it nor its principals: (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; (b) has, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with a public (Federal, State, or local) transaction or contract under a public transaction; for violation of Federal or state antitrust statutes; or for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in (b) of this certification; and (d) has within a three-year period preceding this proposal had any public transactions terminated for cause or default; and that it will include this clause without modification in all lower tier covered transactions (excluding contracts under \$25,000), solicitations, and proposals.

Where the Proposer or any lower tier participant is unable to certify to this statement, it shall provide an explanation to the Endowment Grants & Contracts Office.

### **F.2.3 Delinquent Debt Certification**

The Proposer certifies that it is not delinquent on any Federal debt or, if it is, will provide explanatory information. Examples of relevant debt include delinquent taxes, audit disallowance, benefit overpayments.

### **F.2.4 Labor Standards Assurance and Drug-Free Workplace Act Certification**

The successful recipient of the Cooperative Agreement will also be required to provide assurance of compliance with the labor standards set out in "Part 505 (29 CFR) - Labor Standards on Projects or Productions Assisted by Grants from the

National Endowment for the Arts," in accordance with the National Foundation on the Arts and the Humanities Act of 1965, as amended (20 U.S.C. 951 et seq.); and provide the certification required by the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.; also implemented through the Debarment and Suspension regulations).

### **F.3 Rejection and Award**

The National Endowment for the Arts reserves the right to reject any or all proposals. The right is reserved to award to other than the lowest cost proposal.

### **F.4 Discussions**

The National Endowment for the Arts may award a Cooperative Agreement based on initial proposals received, without discussions of such proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a cost and technical standpoint which the proposer can submit to the Government.

### **F.5 Late Proposals**

Any proposal received after the time specified for receipt will not be considered unless:

- (1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of proposals (e.g., a proposal submitted in response to a solicitation requiring receipt of proposals by the 20th of the month must have been mailed by the 15th or earlier); or
- (2) It was sent by mail and it was determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; or
- (3) It is the only proposal received; or
- (4) It offers significant cost or technical advantage to the Government, and it is received before an award determination has been made.

### **F.6 Rights to Proposal Information**

If a proposal receives an award, the proposal becomes part of the official record and may be available to the public. Information or materials which the National Endowment for the Arts and the Cooperator mutually agree to be of a privileged nature will be held in confidence to the extent permitted by the Freedom of Information Act. A proposal which does not result in an award will be retained by the National Endowment for the Arts for a limited time and will be released to the public when properly requested to the extent required by law.

NATIONAL ENDOWMENT FOR THE ARTS

STANDARDS OF CONDUCT FOR PANELISTS

March 24, 1997

The legislation creating the National Endowment for the Arts requires that the Chairperson "shall utilize advisory panels to review applications, and to make recommendations to the National Council on the Arts... When reviewing applications, such panels shall recommend applications for projects, productions, and workshops solely on the basis of artistic excellence and artistic merit." The legislation also provides that the Chairperson shall issue regulations and establish procedures --

to require that the membership of each panel change substantially from year to year and to provide that each individual is ineligible to serve on a panel for more than 3 consecutive years.

In making appointments to panels, the Chairperson shall ensure that an individual who has a pending application for financial assistance under the Act [the NEA legislation], or who is an employee or agent of an organization with a pending application, does not serve as a member of any panel before which such application is pending. The prohibition described in the preceding sentence shall commence with respect to each individual beginning on the date each application is submitted and shall continue for so long as such application is pending.

20 U.S.C. 959(c), as amended.

Each panelist is responsible for acquainting himself or herself with these Standards of Conduct. This removes any excuse of ignorance and underscores the importance of familiarity with this memorandum. Each panelist is responsible for seeking advice of the General Counsel either through the discipline staff or directly at 202/682-5418.

## **DISCLOSURE OF FINANCES AND AFFILIATIONS**

Prior to confirming your service as a panelist, the division which seeks your service will ask you to complete a "Confidential Statement of Relevant Affiliations, Employment and Financial Interests" (usually referred to in shorthand as "the Conflicts Sheet"). Your timely completion of the Conflicts Sheet will enable the division staff to determine whether you have a conflict which, under the Endowment's authorizing legislation and the government-wide ethics regulations, will prevent your service on the particular panel to which you have been invited and will enable the division staff to locate a substitute.

To enable the division to have sufficient time to assemble the best panel possible and to avoid any inconvenience to you, please return the Conflicts Sheet as soon as possible. **PLEASE DO NOT WAIT UNTIL YOU ARRIVE AT THE ENDOWMENT FOR THE PANEL MEETING TO SUBMIT YOUR CONFLICTS SHEET.**

If you are unaware of a conflict at the time you submit your completed Conflicts Sheet, please advise the division staff as quickly as possible after you become aware of the conflict. Please note that the information requested on the Conflicts Sheet refers to spouses and dependent children as well as to the panelist.

A panelist shall not submit an application for Endowment funds on behalf of himself or herself or through a fiscal agent or as a collaborator, or on behalf of an organization which employs him or her or for which he or she is an agent if the application will be evaluated by the panel on which he or she has been invited to serve.

Please note that an organization with which you are affiliated includes those departments or offices



other than the one in which you work. [Example: You work in the Education Office of a museum and the museum's Publications Department is applying to the Endowment. You are in direct conflict with this application and will be unable to sit on the panel reviewing the Publication Department's application.] Panelists are not expected to canvas all departments or offices of their organizations. Division staff will advise you of any such pending applications.

For the purposes of these Standards of Conduct, "agent" means a person, entity, or organization applying for Endowment support, and within the organization or entity includes a servant, employee, partner, director, officer, manager or representative. In addition, if you are to receive any remuneration under a grant application, then you are in conflict and are unable to serve on the panel reviewing the application.

### **NONPUBLIC INFORMATION**

A panelist shall not use, or attempt to use, nonpublic information to further his or her own private interest or that of another, including any organization with which the panelist is affiliated. Nonpublic information is information that the panelist gains by reason of panel service, and that the panelist knows or reasonably should know has not been made available to the general public. The substance of panel deliberations, including ranking and voting, remain nonpublic even after the National Council on the Arts and the Chairperson make their recommendations and final determinations.

### **MISUSE OF PANEL POSITION**

A panelist shall not use panel membership for private gain, for the endorsement of any product, service or enterprise, or for the private gain of friends, relatives or persons with whom the

panelist is affiliated. A panelist shall not use or permit the use of panel membership in a manner that could reasonably be construed to imply that the Endowment or the Federal Government sanctions or endorses personal (non-panel) activities. When teaching, speaking or writing in a personal capacity, the panelist may refer to his or her panel service only as one of several biographical details when such information is given to identify the panelist in connection with the teaching, speaking or writing.

## COOPERATIVE AGREEMENT COST PROPOSAL

This form is for use in submitting proposals in response to a Program Solicitation  
Additional pages and/or supporting schedules may be attached, as necessary

Applicant (Name, address, zip code)

Person who prepared this budget:

Telephone:

Authorizing Official Signature:

Date:

Name and Title:

### COST ELEMENTS

#### Salaries and Wages

Title and/or type of personnel	Time devoted to project	Rate of compensation	Amount
--------------------------------	-------------------------	----------------------	--------

Total Salaries \$

Fringe benefits (Rate % X \$ Base)

Total Fringe \$

Travel and Subsistence (Who and Where)

Total Travel \$

Consultants and/or Subcontracts (List)

Total Consultants \$

Other Direct Cost (List)

Total Other \$

Indirect Cost (Rate % X \$ Base)

Total Indirect \$

TOTAL PROPOSED COST

TOTAL \$